

AHG:jml

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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GENERAL STAR NATIONAL INSURANCE
COMPANY,

RULE 26 INITIAL
DISCLOSURE

Plaintiff,

-against-

Docket No:
08 CV 2957(GEL)

GINNETTI TRUCKING, LLC; EDDYS N. GARCIA,
as Administrator of the Goods, Chattels and Credits
which were of WENDY SANTOS, deceased;
EDDYS N. GARCIA, individually; EDDY I. GARCIA,
an infant by his father and natural guardian,
EDDYS N. GARCIA; KENNY GARCIA, an
infant by his father and natural guardian,
EDDYS N. GARCIA; OLGA GARCIA; RAFAEL
SALVADOR; and KEYLIE SALVADOR, an infant
by her mother and natural guardian, OLGA GARCIA,

Defendants.

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S I R S:

PLEASE TAKE NOTICE that the following is defendant's Rule 26

Response:

1. Annexed hereto is a copy of the police accident report together with laser color copies of police scene photographs. Also enclosed are photographs taken of the subject vehicle by the defendant, Eddys Garcia, and photographs obtained from R.C. Services, the defendant's investigator.

2. See response to number 1 above.
3. Damages claimed:

Wendy Santos, deceased.

(a) Past and future loss of earnings

claimed for the decedent will be provided. Upon information and belief, the decedent earned approximately \$23,000 per year. The exact amount will be provided together with tax returns and an authorization for the decedent's employment records. Future loss of earnings will be claimed and provided with defendant's economic expert's report.

(b) Loss of household services as a result of the decedent's death will be claimed by her surviving spouse, the defendant, Eddys N. Garcia, in the sum of \$5,000,000.00 dollars based upon the services provided.

(c) Damages for the decedent's conscious pain and suffering will be claimed in the sum of \$500,000.00 dollars, including apprehension of her imminent death.

Eddy I. Garcia.

(a) Loss of parental care and guidance on behalf of Eddy I. Garcia, whose date of birth is September 20, 1992, as a result of the death of his mother based upon the care, guidance, nurturing advice and counseling that a mother provides to her child, in the sum of \$4,000,000.00 dollars.

(b) Damages in the sum of \$3,500,000.00 will be claimed as a result of Eddy I. Garcia, being within the zone of danger, was caused under all of the circumstances surrounding the occurrence, to have imposed upon his view of observation, the knowledge of severe harm and serious peril to his mother and father, Wendy Santos and Eddys N. Garcia, and his brother, Kenny

J. Garcia.

(c) Eddy I. Garcia, has been caused to suffer severe mental and emotional trauma, distress, disturbance, depression and anguish as a result of the entirety of the occurrence and the adverse effects thereof upon his own well-being and the well-being of his loved ones, Wendy Santos, Eddys N. Garcia and Kenny J. Garcia, and upon information and belief, some of these injuries are of a permanent and lasting nature.

Kenny Garcia.

(a) Loss of parental care and guidance on behalf of Kenny Garcia, whose date of birth is January 15, 1997, as a result of the death of his mother based upon the care, guidance, nurturing advice and counseling that a mother provides to her child, in the sum of \$4,500,000.00 dollars.

(b) Damages in the sum of \$3,500,000.00 will be claimed as a result of Kenny Garcia, being within the zone of danger, was caused under all of the circumstances surrounding the occurrence, to have imposed upon his view of observation, the knowledge of severe harm and serious peril to his mother and father, Wendy Santos and Eddys N. Garcia, and his brother, Eddy I. Garcia.

(c) Kenny J. Garcia, has been caused to suffer severe mental and emotional trauma, distress, disturbance, depression and anguish as a result of the entirety of the occurrence and the adverse effects thereof upon his own well-being and the well-being of his

loved ones, Wendy Santos, Eddys N. Garcia and Eddy I. Garcia, and upon information and belief, some of these injuries are of a permanent and lasting nature.

Eddys N. Garcia.

(a) Damages in the sum of \$3,500,000.00 will be claimed as a result of Eddys N. Garcia, being within the zone of danger, was caused under all of the circumstances surrounding the occurrence, to have imposed upon his view of observation, the knowledge of severe harm and serious peril to his wife, Wendy Santos and his sons, Eddy I. Garcia and Kenny J. Garcia.

(b) Eddys N. Garcia, has been caused to suffer severe mental and emotional trauma, distress, disturbance, depression and anguish as a result of the entirety of the occurrence and the adverse effects thereof upon his own well-being and the well-being of his loved ones, Wendy Santos, Eddy I. Garcia and Kenny J. Garcia, and upon information and belief, some of these injuries are of a permanent and lasting nature.

(c) Eddys N. Garcia has also been caused to sustain a C1 fracture of the cervical spine along with a flexion/extension injury to the cervical spine with avulsion of the C1-2 ligaments requiring the use of a cervical collar and additional medical treatment. Damages are claim for these injuries in the sum of \$300,000.00.

4. Past medical - This was covered by No-Fault Insurance. An authorization for the no-fault file is annexed hereto.

Dated: New York, New York
June 18, 2008

GAIR, GAIR, CONASON,
STEIGMAN & MACKAUF
Attorneys for Defendant

By: _____
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TO:

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120 Broadway
New York, NY 10271
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OLGA GARCIA, RAFAEL SALVADOR
KEYLIE SALVADOR
50 Charles Lindbergh Boulevard- Suite 400
Uniondale, NY 11553
(without annexations)

STATE OF NEW YORK, COUNTY OF NEW YORK ss:

Jacqueline Lester being sworn says: I am not a party to the action, am over 18 years of age and reside at Staten Island, New York.

On June , 2008 I served a true copy of the annexed Rule 26 Initial Disclosure by mailing the same in a sealed envelope, with postage prepaid thereon, in an official depository of the U.S. Postal Service within the State of New York, addressed to the last known address of the addressee(s) as indicated below:

DAY PITNEY LLP
Attorneys for Plaintiff
GENERAL STAR NATIONAL INSURANCE CO.
242 Trumbull Street
Hartford, CT 06103

LESTER, SCHWAB, KATZ & DWYER
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New York, NY 10271

YANOVER & YANOVER
Attorneys for Co-Plaintiffs
OLGA GARCIA, RAFAEL SALVADOR
KEYLIE SALVADOR
50 Charles Lindbergh Boulevard- Suite 400
Uniondale, NY 11553

Jacqueline Lester

Sworn to before me the
day of June, 2008

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SOUTHERN DISTRICT OF NEW YORK

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SALVADOR; and KEYLIE SALVADOR, an infant
by her mother and natural guardian, OLGA GARCIA,

Defendants.

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-----x

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STEIGMAN & MACKAUF
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80 Pine Street
New York, New York 10005
(212) 943-1090
Fax (212) 425-7513

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NOTICE OF ENTRY

SIR : Please take notice that the within is a (certified) true copy of an Order duly
entered in the office of the Clerk of the within named Court on , 2008.

Dated: New York, New York

NOTICE OF SETTLEMENT

SIR : Please take notice that an Order of which the within is a true copy will be
presented for settlement to the Hon. one of the Justices of the within named Court,
at County on the day of , 2008 at 9:30 A.M.

Dated: New York, New York